

CURTIS A. DAVIS	*	IN THE
Plaintiff	*	UNITED STATES DISTRICT COURT
v.	*	FOR THE
DARRYL K. BOLGER	*	DISTRICT OF MARYLAND
and	*	CASE NO. AMD 01-952
STATE FARM MUTUAL	*	
AUTOMOBILE INSURANCE COMPANY		
SERVE: ALFRED REDMER	*	
MARYLAND INSURANCE		
COMMISSIONER	*	
525 ST. PAUL PLACE		
BALTIMORE, MD 21202	*	
Defendants	*	
* * * * *		

**SECOND AMENDED COMPLAINT**

Curtis A. Davis, Plaintiff, through his attorneys, Michael Paul Smith and Bodie, Nagle, Dolina, Smith & Hobbs, PA, amends his Complaint and sues Defendants, Darryl K. Bolger and State Farm Mutual Automobile Insurance Company (hereinafter referred to as "State Farm"), and for cause states:

**JURISDICTION AND VENUE**

1. Plaintiff Curtis A. Davis is a resident of Maryland.
2. Defendant Darryl K. Bolger is a resident of Pennsylvania.
3. The accident which is the subject of this suit took place in Baltimore City, Maryland.
4. Defendant State Farm Mutual Automobile Insurance Company is an insurance company licensed to conduct business in Maryland and is considered a citizen of the State of Maryland pursuant to 28 U.S.C. §1332(c)(1).

**Count I: NEGLIGENCE**

5. On July 30, 1998, at approximately 9:10 a.m., Plaintiff was operating a truck owned by United Parcel Service, Inc. (hereinafter referred to as "UPS") on South Caton Avenue at or near its intersection with Georgetown Road (Joh Road) in Baltimore, Maryland.

6. Plaintiff brought his vehicle to a stop in the extreme right lane of South Caton Avenue, turned off the motor of his truck, engaged the hazard signals, and was in the process of removing his seatbelt when suddenly and without warning his vehicle was struck from the rear by another UPS truck operated by Defendant, Darryl K. Bolger.

7. The aforesaid collision was caused by the negligence of Darryl K. Bolger in that he failed to observe traffic patterns as they developed ahead of him; in that he failed to keep his motor vehicle under control; in that he failed to bring his motor vehicle to a complete stop without hitting another vehicle (Plaintiff); in that he was operating his motor vehicle at a speed greater than reasonable under the circumstances then and there existing; and in that he was otherwise generally careless, reckless and negligent. All such actions by Defendant Bolger were without any negligence on the Plaintiff's part contributing thereto.

8. As a result of the aforesaid collision, Plaintiff was caused to be thrown in and about the interior of his motor vehicle, striking his head, body and limbs therein and as a result thereof, he suffered severe, grievous and permanent injuries to his head, body and limbs. As a result thereof, he was forced to seek the care and services of physicians at a great expense. Additionally, he has incurred other losses and is and will remain permanently injured as a result of the aforesaid collision.

9. As a further result of the aforesaid collision, Plaintiff was caused to lose time from his

employment and has incurred a loss of income.

10. Plaintiff further alleges that all of his injuries, damages, and losses, past, present and future were caused solely by the negligence of Defendant Darryl K. Bolger without any negligence on his part contributing thereto.

WHEREFORE, Plaintiff, Curtis A. Davis, demands Judgment against Defendant, Darryl K. Bolger, in the amount of Five Million Dollars (\$5,000,000.00) plus interest and costs.

**COUNT II: BREACH OF CONTRACT**

Plaintiff incorporates by reference paragraphs 1 through 10 as if fully restated herein and for cause states:

11. At the time of the aforementioned collision, Bolger was an underinsured motorist who did not maintain the amount of coverage needed to be able to satisfy Plaintiff's claims.

12. At the time of the collision, Plaintiff resided with his father, Charles H. Harris

13. At the time of the wrongs and injuries herein mentioned, Plaintiff was covered under a policy of insurance with State Farm (Policy Number 377 3635-B19-20G) which included a provision for injuries and damages caused by uninsured/underinsured motorists.

14. Pursuant to the terms of uninsured/underinsured provision of the policy, State Farm is required to pay an insured for damages he is legally entitled to collect from the policy.

15. Plaintiff was injured as a result of an automobile collision, caused by the negligence of an uninsured/underinsured motor vehicle, and did not cause or contribute to the automobile collision.

16. The Plaintiff duly filed a Notice of Claim with State Farm under the uninsured/underinsured motorist coverage provision of the State Farm policy for injuries and damages suffered by him. State Farm

has refused to compensate Plaintiff for his injuries.

17. In refusing to pay Plaintiff for the damages he is legally entitled to recover pursuant to the State Farm policy, State Farm has materially breached the terms of the contract.

WHEREFORE, The Plaintiff demands judgment against State Farm Mutual Automobile Insurance Company in the amount of Five Million Dollars (\$5,000,000.00) plus interest and costs.

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CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of December, 2003 a copy of the Plaintiff's Second Amended Complaint which was electronically filed in this case on the 11<sup>th</sup> day of December, 2003, was mailed via first class mail, postage prepaid, to:

Warren D. Stephens  
DeCaro, Doran, Siciliano, Gallagher, and DeBlasis LLP  
PO Box 40  
Lanham, MD 20703  
Attorneys for Darryl K. Bolger

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